

CONTINUUM EMPLOYEE ASSISTANCE ♦ TRAINING ♦ CONSULTING  
THREE YEAR CONTRACT  
January 1, 2012 - December 31, 2014

CITY OF LINCOLN

This contract is entered into by and between CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter called the "City", and the Continuum Employee Assistance ♦ Training ♦ Consulting, a non-profit corporation, hereinafter called "EAP".

WITNESSETH:

WHEREAS, there currently exist "troubled employees" working for the City with personal problems which affect job performance, and

WHEREAS, EAP has established a program of assessment and referral in such areas as alcohol abuse, family, marital, emotional, financial, and legal concerns,

WHEREAS, it is in the best interest of the employees that the City have a program of assisting and rehabilitating "troubled employees."

NOW THEREFORE, IN CONSIDERATION OF the mutual promises and agreements hereinafter contained, it is agreed between the parties as follows:

EAP agrees to provide the following services as appropriate and/or as requested by the City/County Personnel Department.

A. COMPANY SERVICES:

1. Ongoing assistance in maintaining an Employee Assistance Program policy statement regarding employees with job performance problems and/or with personal problems which may affect job performance.
2. Ongoing assistance in integrating the Employee Assistance Program with existing City's policies and procedures. Upon request of the City, and EAP Consultant shall participate in scheduled meetings with supervisory personnel as a resource person for job performance and EAP related issues.
3. Review of the City's insurance options currently available to employees.
4. On-Site and online EAP training for supervisors and union representatives on how to work effectively with employees who are not performing satisfactorily. This initial EAP training module for supervisors and union representatives focuses on how to work with an employee with job performance problems and when and how to refer to EAP.

Update meetings with supervisors are available each year to report on activities and clarify the role of the supervisors

working with employees with unsatisfactory work performance.

5. On-Site and online Employee Orientations programs are available for all new employees or as a refresher.
6. All-Company Training Programs and Events: These are topical training programs and events sponsored by EAP and include participants from multiple companies. Training formats may be “live” programs at EAP’s training facilities and/or via webinar.
7. Personalized Training Programs: These are topical training programs selected by the City from EAP’s training options and personalized to your employee groups. Formats include “live” programs held on-site and/or webinars. Programs can be designed as Lunch and Learn sessions or 1-2 hour interactive programs. The EAP consultant will consult regarding your training goals to help select the program and format that best meets those goals. Twenty (20) hours of City/County sponsored trainings and Ten (10) hours of City department specific trainings are included annually. Upon the City’s request, EAP will provide additional hours of personalized training or longer program formats, when available, at EAP’s member company discount rate.
8. Ongoing consultation services for all management and union representatives on how to approach an employee who is not performing satisfactorily. Consultation services include assistance in how to document job performance problems, how to set targets for improvement, how to prepare for a corrective interview, how to evaluate subsequent work performance and when and how to refer an employee to the Employee Assistance Program. Consultation services on human resources and other workplace policies and issues are also available.
9. Crisis Response Services in the case of traumatic events. Services include consultation to tailor the response to each event, critical incident stress management, grief and loss intervention, and individual intervention.
10. DOT (SAP) and Non-DOT alcohol/drug services are available.
11. Specialized Lincoln Police and Fire Department IRO Programming and Services. Included are such services as serving on the IRO selection committee, regular IRO meetings, critical incident management, IRO training, orientations for new recruits, statistical utilization reports and ongoing program development.
12. Conflict Resolution Services to assist managers to resolve conflicts between two or more employees.
13. Publicity materials for employees and family members, such as brochures, posters, monthly newsletters and quarterly featured topics are available. EAP is also available to attend City sponsored health/wellness fairs and benefits meetings.
14. Ongoing coordination with the designated contact person of the City to maintain the program and evaluate its effectiveness.
15. Semi-Annual and annual reports summarizing the use and activities of the program, client demographics, nature of problems, outcome data, and client satisfaction survey results.

#### B. CLIENT SERVICES:

1. Counseling services for employees and their family members for a variety of personal problems. EAP direct client services include the following services: assessment, short-term EAP problem-solving, referral to an appropriate community resource for continued care, consultation as needed with the supervisor or union representative noted in the signed release and ongoing consultation and follow-up with the referral source and client to monitor progress.
2. Counseling services are provided in the EAP's office or at the City. Some problem solving may be done over the phone. EAP's WATS line is available to clients residing outside of Lincoln.

3. Twenty-four hour emergency telephone and counseling service to the City's employees and their immediate family members.
4. Work/Life consultation services including information, education, and resources on topics such as parenting, caregiver support and grief. Services may be provided via telephone, mail, e-mail, or face-to face.
5. Legal and Financial services through EAP's networked professionals. Services include a free initial consultation and individuals may receive a 25% discount off rates when retaining a networked provider. These services are not available for matters involving disputes or actions between the employee and employer. A financial and legal website is also made available to the City's employees and their family members.
6. Wellness Coaching to support and individual's wellness goals.

#### C. CITY RESPONSIBILITIES:

The City agrees to participate in the following activities which are intended to enhance the effectiveness of its Employee Assistance Program.

1. Ongoing distribution of publicity material to notify employees and family members of the availability of the program.
2. Maintenance of a separate, confidential filing system for confidential correspondence relating to City employees or family members.
3. Maintain a pattern of communication with EAP staff to monitor progress of the program; consultation with supervisory and union personnel to encourage referrals to the EAP and subsequent follow-up.
4. Internal coordination and scheduling of supervisory training and employee orientation and education programs.

#### D. CONTINUUM HELPNET - WEB-BASED WORK/LIFE SERVICES:

1. Continuum HelpNet provides employees and family members access to information, skill building, and assessments in the areas of emotional wellness, family, personal development, health and fitness, school, and management and workplace issues. EAP will provide the City periodic reports on the level of use of these services.

These on-line services are not meant to nor can replace the specialized training and judgment of health, mental health, legal, financial or other professionals. This Service is not a substitute for professional treatment or services.

License Terms are as follows:

- A. Continuum sublicense shall grant the City the non-transferable, non-exclusive right to sublicense access to and use of the website found at the URL [www.4Continuum.com](http://www.4Continuum.com) (the "Website") for City employees and eligible family members.
- B. The Account shall acknowledge that the Website is proprietary in nature and that Work Place Options claims all copyright, patent, trade secret and trademark rights granted by law. The sublicense shall prohibit the City from removing any copyright or trademark notices or confidential legends or identification from the Website.
- C. The City shall expressly and conspicuously disclaim all express or implied warranties of merchantability and fitness for a particular purpose, shall exclude liabilities for consequential damages and lost profits and shall limit the obligations to the Account to recovery or refund of the sublicense fee paid by the City.
- D. The sublicense shall state that: City shall not reverse engineer, disassemble, decompile or otherwise

- decode by any method the Website in whole or in part for any purpose whatsoever
- E. EAP shall have the right to terminate the sublicense in the event the City: (a) modifies, distributes or uses Website in a manner not expressly authorized by the sublicense; (b) makes any representations regarding the Website that are not true and correct, or (c) becomes insolvent or commits any act of bankruptcy.
  - F. The City agrees that it shall comply with all applicable laws.

#### E. LAWS OF GOVERNANCE:

This agreement is being made and delivered, and EAP and the City intent that it shall be construed and enforced in accordance with the laws of the State of Nebraska.

#### F. CONTRACT TERMS

The term of this Agreement shall be three years, beginning January 1, 2012 and ending December 31, 2014. At the end of the three year period, the City shall have the option to renew the Agreement for another three year period. If the City opts to renew for an additional three-year period, the fee will be negotiated based upon the last three year's usage. Assuming the employee population at the City remains relatively constant at 1922, EAP fees will be as shown, but can be further negotiated at the time of each annual review if the City's employee population increases or decreases by 10% from the previous year.

##### Fees for HelpNet Services:

The rate for these services is \$3.00 per employee per year. The initial fee is \$5964 annually for your 1922 employees and covers the period of January 1, 2012 – December 31, 2012. HelpNet fees for year 2 and 3 of the contract will be billed at the rate of \$3.00 per employee per year based on your employee count at the start of each year.

##### Fees for EAP Services:

Year One: January 1, 2012 - December 31, 2012  
Employee Population: 1922  
Fee: \$69,300.00

Year Two: January 1, 2013 - December 31, 2013  
Fee: \$69,300.00

Year Three: January 1, 2014 - December 31, 2014  
Fee: \$69,300.00

Costs in excess of the latest approved contract or attributable to actions which have not received

required approval of the City-County Personnel Department shall not be chargeable against the City and the City shall not be liable for any such unauthorized cost.

EAP shall permit and require its agents and employees to permit the Finance Director of the City or his authorized representative to inspect all work, materials, payroll, records or personnel, invoices of material, and other relevant data and records, and to audit the books, records, and accounts of EAP pertaining to this Contract. EAP shall submit a copy of its annual independent audit to the Finance Director of the City within thirty (30) days of receipt of such audit.

EAP shall not execute any contract or obligate itself in any manner with any third party with respect to the project provided herein without prior written concurrence of the City/County Personnel Department.

In connection with the carrying out of this Contract, EAP shall not discriminate against employees or applicants for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, EAP shall fully comply with the provision of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age or marital status.

During the term of this contract, EAP agrees to comply with the requirements of the Immigration Reform and Control Act of 1986.

Neither EAP nor any of its contractors or subcontractors shall enter into any contract or subcontract or arrangement in connection with the program in which any office, agency, or employee of EAP during his tenure or from one year thereafter has any financial interest direct or indirect.

The City shall not be obligated or liable hereunder to any party other than EAP.

In the event of any breach or default hereunder by EAP during the term of this Contract in performing the terms and conditions required of EAP hereunder then and upon the happening of such event, the City shall give written notice to EAP of such breach of default and EAP shall immediately surrender to the Finance Director of the City the prorated balance remaining in the contract year.

If any portion of this Contract is held invalid, the remainder hereof shall not be affected if such remainder would then continue to conform to the terms and requirements of the applicable law.

Should funding not be appropriated for any employee assistance services before December 2014, the City may notify EAP in writing and cancel this contract. A refund, if any, shall be prorated based upon the number of months of service and the total annual cost for that year.

This contract represents the entire and integrated agreement between the City and EAP and supersedes all prior negotiations, representations or agreements, either written or oral. This contract may be amended or assigned upon written agreement of the parties and signed by the City and EAP.

The terms of this contract shall be for a period of three years from and after January 1, 2012.

IN WITNESS WHEREOF the parties have hereto caused this Contract to be executed this


\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:


City of Lincoln, Nebraska  
a municipal corporation

Continuum EAP  
A non-profit corporation

\_\_\_\_\_  
Mayor

  
Board President, Steve Sloup

11/18/11  
Date

  
Executive Director, Kristine Brennan



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: BW

DATE (MM/DD/YYYY)

07/21/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Glienke Agency, L.L.C. 1200 Valley West Dr.; Ste 503 West Des Moines, IA 50266 Scott R. Glienke, CPCU, CIC		<b>515-267-8555</b> <b>515-222-5999</b>	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>E-MAIL</b> <b>ADDRESS:</b> <b>PRODUCER</b> <b>CUSTOMER ID #:</b> CONTI-2	<b>FAX</b> (A/C, No):	
<b>INSURED</b> Continuum Employee Assistance 1135 M Street, Suite 400 Lincoln, NE 68508-2196		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Ins. Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>			<b>NAIC #</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			PHPK587461	07/23/10	07/23/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Pro. Liability						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Phys/Sex Abuse						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 3,000,000	
							EBLI \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b>			PHPK587461	07/23/10	07/23/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$				
A	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR		PHUB311937	07/23/10	07/23/11	EACH OCCURRENCE \$ 1,000,000
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000						\$
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y / N	<input type="checkbox"/> N / A				WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	<b>Property Section</b>			PHPK587461	07/23/10	07/23/11	Contents 80,765
A	<b>Crime</b>						Emp Theft 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The City of Lincoln is named as additional insured concerning the general liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Lincoln  
Attn: Don Taute  
555 South 10th Street  
Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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